

# Property Auction

Commercial and residential property for sale

**Thursday 27th April at 1.00pm**

Sandy Park Conference Centre

Sandy Park Way

Exeter EX2 7NN



# Auction venue & calendar



Sandy Park Conference Centre  
Sandy Park Way,  
Exeter EX2 7NN

## Exeter Office

Tel: 01395 275691

## Auction programme 2017

### AUCTION DATES

**23 February**

**27 April**

**22 June**

**7 September**

**19 October**

**5 December**

### CLOSING DATES

18 January

30 March

24 May

10 August

20 September

8 November

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Properties offered across the UK from our partner auction houses.



### SHEFFIELD



DoubleTree by Hilton  
Sheffield Park, Chesterfield Road South  
Sheffield S8 8BW

### Sheffield Office

Tel: 0114 254 1185

Auction	Closing date
<b>21 February</b>	18 January
<b>4 May</b>	5 April
<b>28 June</b>	31 May
<b>21 September</b>	24 August
<b>26 October</b>	28 September
<b>7 December</b>	8 November



### LLANELLI



Parc y Scarlets  
Llanelli  
SA14 9UZ

### Head Office

Tel: 01267 221554

Auction	Closing date
<b>9 March</b>	9 February
<b>10 May</b>	10 April
<b>5 July</b>	5 June
<b>27 September</b>	27 August
<b>29 November</b>	29 October



### LIVERPOOL



Crowne Plaza  
2 St Nicholas Place, Pier Head,  
Liverpool L3 1QW

### Liverpool Office

Tel: 0151 207 6315

Auction	Closing date
<b>9 February</b>	13 January
<b>29 March</b>	3 March
<b>25 May</b>	28 April
<b>12 July</b>	16 June
<b>14 September</b>	18 August
<b>2 November</b>	6 October
<b>14 December</b>	17 November

## Our coverage is our strength



# Auctioneer's pre-sale announcements

**This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at [www.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk) and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.**

- 1 The auctioneer will offer all lots in the order as shown in the catalogue.
- 2 An addendum to the catalogue and Conditions of Sale is currently available for distribution in the auction room.
- 3 This addendum is an important document providing updates and corrections to the auction catalogue.
- 4 Countrywide will always endeavour to inform prospective purchasers of changes that may have taken place after the catalogue was printed when such changes are brought to their attention.
- 5 Would prospective purchasers please ensure they have a copy of the auction catalogue and an addendum prior to bidding.
- 6 Prospective purchasers are deemed to have read the addendum whether they have done so or not.
- 7 You are bidding on the basis that you have checked the General Conditions of Sale, which are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot.
- 8 The Special Conditions of Sale together with the title documentation have been available for inspection at the auctioneer's office in the immediate period leading up to auction date.
- 9 You are bidding on the basis that you have made all necessary enquiries, particularly in respect of lots the auctioneer has not inspected or had initial sight of tenancy details, and have checked the General and Special Conditions of Sale and are satisfied that you fully understand their content.
- 10 If you have a question in respect of any of the lots within the catalogue would you please ask one of the Countrywide representatives who will attempt to answer your question during the auction. The auctioneer will not answer any questions whilst the auction is proceeding.
- 11 Guide Prices shown in the catalogue are merely an approximation and the auctioneer's opinion only. They should not be regarded as anything more. (see definition of Guide Prices below)
- 12 The auctioneer will not describe each individual property in detail or elaborate on its features or finer points. He will merely state the address, lot number and a very brief description.
- 13 Please remember it is the bidder's duty to attract the auctioneer's attention.
- 14 Please bid clearly and do not delay.
- 15 At the fall of the hammer the successful bidder will be in a binding contract of sale. At this point, an auction runner will come to your place of bidding, take your name and address and details of your solicitor and will lead you to one of the contract tables in the auction room.  
  
Identification details (details of which are available from Countrywide staff) will be required from you. Please make sure that you have the required documentation readily available. If in doubt, please contact a member of the auction team prior to bidding.  
  
You will then be invited to sign the Memorandum or Contract of Sale and provide a 10% deposit cheque subject to a minimum of £3,000 whichever is the greater. Please note we will not accept cash deposits under any circumstances.
- 16 We only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn. We reserve the right to take any action as appropriate against a purchaser whose cheque is not honored on first presentation.
- 17 A successful purchaser will also be required to pay a Buyer's Administration charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) by cheque made payable to Countrywide.
- 18 Completion of the sale and payment of the balance of the purchase money is 28 days after the auction unless the conditions of sale provide otherwise.
- 19 Unless otherwise stated all property is sold subject to a reserve price whether declared or not. (see definition of Reserve Prices below)
- 20 Please note that purchasers will not be entitled to keys or access to properties until completion of the sale. If access is required it may be arranged through the auctioneers with the express permission of the vendor.
- 21 Countrywide hold regular property auctions throughout the year.
- 22 Countrywide operate a substantial dedicated mailing list free of charge to applicants. If you wish to be placed on the mailing list, please give your details to one of our representatives.

## \*Guide Prices, Reserve Prices and Buyer's Fees

### GUIDE PRICE

An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum

and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

### RESERVE PRICE

The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the

seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

### BUYER'S FEES

There is a £750+VAT (£900 including VAT @ 20%) buyer's administration charge on each lot purchased (unless stated otherwise in the property description). We strongly recommend all purchasers check the special conditions of sale as other fees may also apply to individual properties.

# Results

Thursday **23 February**

<b>201</b>	36 St. Leonards, Bodmin, Cornwall PL31 1LA	<b>£63,000</b>
<b>202</b>	Callybarrett Cottage, Callybarrett, Bodmin, Cornwall PL31 2AZ	<b>£281,000</b>
<b>203</b>	Beauford House, 1 Ford Valley, Dartmouth, Devon TQ6 9ED	<b>Sold After</b>
<b>204</b>	15 Combe Street, Hope Terrace, Chard, Somerset TA20 1JA	<b>Sold After</b>
<b>205</b>	Taro House, 1 Lamb Park, Par, Cornwall PL24 2JB	<b>£141,000</b>
<b>206</b>	35 Priory Road, Plymouth PL3 5EW	<b>Withdrawn</b>
<b>207</b>	Land Off Clapper Lane, Honiton, Devon EX14 1QH	<b>Available at £275,000</b>
<b>208</b>	Summerfields, 2b Manor Park, Kingsbridge, Devon TQ7 1BB	<b>Available at £300,000</b>
<b>209</b>	Sharma, Parka Road, St. Columb Road, St. Columb, Cornwall TR9 6PG	<b>Sold After</b>
<b>210</b>	Flat 1, 17 Church Street, Paignton, Devon TQ3 3AF	<b>Sold Prior</b>
<b>211</b>	Plot 3 Wendy Lodge, Atlantic Bays, St. Merryn, Padstow, Cornwall PL28 8PY	<b>£45,000</b>
<b>212</b>	Grey Gables, Common Moor, Liskeard, Cornwall PL14 6ER	<b>Sold Prior</b>
<b>213</b>	81 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	<b>£18,000</b>
<b>214</b>	4 Lynher View, Rilla Mill, Callington, Cornwall PL17 7NY	<b>Withdrawn</b>
<b>215</b>	41 Carlton Road, Torquay TQ1 1LZ	<b>£152,000</b>
<b>216</b>	Hengar Lodge, St. Tudy, Bodmin, Cornwall PL30 3PJ	<b>£228,000</b>
<b>217</b>	83 Malmesbury Road, Southampton SO15 5FP	<b>£189,000</b>
<b>218</b>	10 Shapwick Road, Poole, Dorset BH15 4AP	<b>£186,000</b>
<b>219</b>	95 Waterside Holiday Park, Dartmouth Road, Paignton, Devon TQ4 6NS	<b>£16,000</b>
<b>220</b>	Flat 1 Chestnut House, 127–129 High Street, Poole, Dorset BH15 1AN	<b>Withdrawn</b>
<b>221</b>	49 & 49a High Street, Falmouth, Cornwall TR11 2AF	<b>Sold Prior</b>
<b>222</b>	Mountfield Lodge, Axminster Road, Musbury, Axminster, Devon EX13 8AZ	<b>Withdrawn</b>

**85% success rate**

**Total raised £1.78 million**

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**Thursday 22 June 2017**

**Closes 24 May**

**Tel: 01395 275691**

**[auctions@countrywide.co.uk](mailto:auctions@countrywide.co.uk)**

# Bidder's registration and identification form

Please complete the following details in full and **IN BLOCK CAPITALS** and provide two forms of identification prior to bidding as detailed in Lists A & B below.

If bidding on behalf of a company, and if successful, you will also be required to present a copy of the Certificate of Incorporation and a letter of authority on company letterheaded paper and signed by a company director prior to signing the contract.

## Bidder:

First name(s) ..... Surname .....

Address .....

Postcode ..... Tel no .....

Mobile no ..... Email .....

SECURITY QUESTIONS Date of birth ..... / ..... / ..... Mother's maiden name .....

## Bidder's solicitor:

Firm ..... Contact name .....

Address .....

..... Postcode ..... Tel no .....

Bidder's signature ..... Date .....

Data Protection: The information that you provide on this form and the identification documentation details requested are required under the Money Laundering Regulations 2007 for identification and security purposes, and will be retained by Countrywide for a minimum of 5 years from the above date. The details may also be supplied to other parties if Countrywide are legally required to do so.

## FOR COUNTRYWIDE OFFICE USE ONLY: Identification documentation seen (one from each list)

### List A – Photographic evidence of Identity

Tick	Item	Ref No
	Current signed passport	
	Current full UK/EU photocard driving licence	
	Valid identity card (e.g. HM Forces, police warrant / prison officer card, government / local authority issued card)	
	Firearm or shotgun certificate	
	Resident permit issued by the Home Office to EU Nationals	

### List B – Evidence of Residence

Tick	Item	Ref No
	Utility bill issued in last three months (not mobile phone)	
	Recent bank / building society / mortgage / credit card statement	
	Revenue & Customs tax notification (current tax year)	
	Current house / motor insurance certificate	

Signed ..... Date .....

on behalf of Countrywide

Once you have completed this form please send to: Countrywide, 2 Cotton Street, Liverpool L3 7DY.

# Order of Sale

Thursday **27 April**

1	Flat 2, Carclaze, Prospect Hill, Okehampton, Devon EX20 1JD	<b>£85,000+</b>
2	114 Hengar Manor, St. Tudy, Bodmin Cornwall PL30 3PL	<b>£25,000+</b>
3	3 Highfield Road, Weston-Super-Mare, Avon BS24 9LZ	<b>£225,000–£250,000</b>
4	34 & 34a Pomphlett Road, Plymstock, Plymouth PL9 7BN	<b>£150,000–£200,000</b>
5	40 Hengar Manor, St. Tudy, Bodmin, Cornwall PL30 3PL	<b>£20,000–£25,000</b>
6	Ventongimps Mill Cottage, Callestick, Truro Cornwall TR4 9LH	<b>£250,000–£275,000</b>
7	21 Arundell Gardens, Lifton, Devon PL16 0DW	<b>£100,000+</b>
8	12 Stiles Court, Wells, Parsons Way, Wells, Somerset BA5 2FX	<b>£125,000+</b>
9	9 Boskenza Court, Whitehouse Close, Carbis Bay, St. Ives, Cornwall TR26 2PA	<b>£125,000+</b>
10	68 Cromwell Road, Plymouth PL4 9QP	<b>£140,000+</b>
11	Valetta, 8 Brunswick Place, Dawlish, Devon EX7 9PB	<b>£100,000–£125,000</b>
12	Development Site, Station Road, Liskeard, Cornwall PL14 4DA	<b>£300,000–£350,000</b>
13	Felsburg, Dobwalls, Liskeard, Cornwall PL14 6JB	<b>£100,000–£125,000</b>
14	10 Biddicks Court, St. Austell, Cornwall PL25 5EW	<b>£100,000–£150,000</b>
15	Dunbar, Gweal-an-top, Redruth, Cornwall TR15 2DS	<b>£110,000–£120,000</b>
16	Land Off Clapper Lane, Honiton, Devon EX14 1QH	<b>£275,000+</b>
17	12 Collingwood, 38 Braddons Hill Road East, Torquay TQ11 1AJ	<b>£150,000–£175,000</b>
18	12 & 12a Haystone Place, Plymouth PL1 5DU	<b>£125,000–£150,000</b>
19	194a Plymstock Road, Oreston, Plymstock, Plymouth PL9 7LN	<b>£100,000–£120,000</b>
20	45 Sid Park Road, Sidmouth, Devon EX10 9BR	<b>£200,000–£230,000</b>
21	The Framing Studio, Bread Street, Penzance, Cornwall TR18 2EH	<b>£125,000–£150,000</b>
22	17a Fore Street, Totnes, Devon TQ9 5DA	<b>£125,000–£150,000</b>

## Looking for a Fresh Approach to Property Management?

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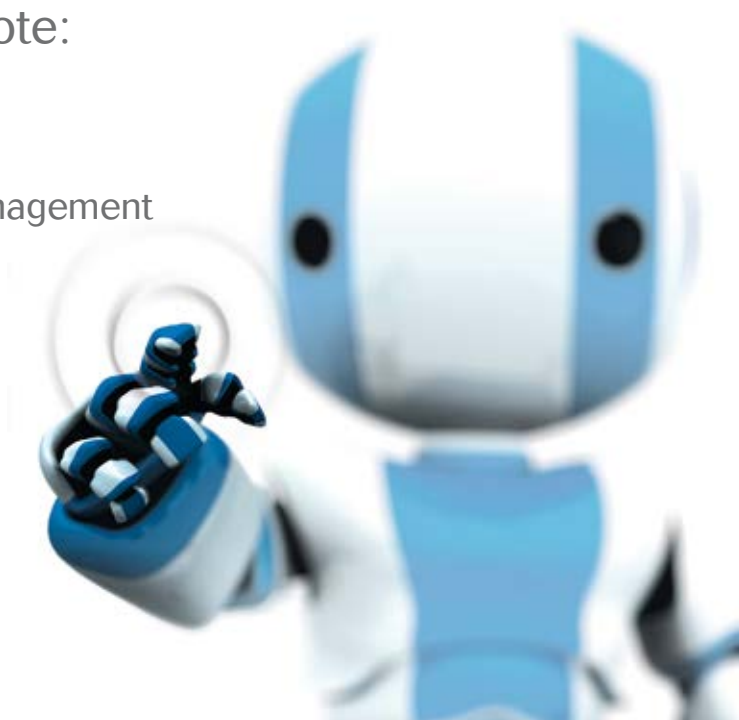
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Countrywide  
integrated solutions local expertise







A two bedroom ground floor flat with private garden, additional patio seating areas, garage and parking.

#### LOCATION

Carclaze is situated on Prospect Hill enjoying a tucked away location on the outskirts of the town centre a short walk away. Okehampton offers a comprehensive range of shops, leisure, educational facilities and hospital. The town is readily accessible to Dartmoor National Park and the A30 to Exeter and Cornwall.

#### DESCRIPTION

A two bedroom ground floor flat having the benefit of a generous enclosed private garden 2 sheds and additional patio seating areas with views over the townscape to Dartmoor beyond, with the property having the benefit of a newly extended lease which expires in 2164. The property enjoys double glazing and central heating, with a garage en-bloc which can be located a short distance away from the property and additional parking in the adjacent private lane. A pedestrian walkway gives access to the town centre.

#### ACCOMMODATION

**Ground Floor** Sun room with doors to the patios and main garden area, sitting room with log burner, kitchen/diner with utility porch off, inner hallway giving access to two double bedrooms and bathroom.

**Outside** The property enjoys a generous enclosed garden with 2 sheds and patio seating areas and has the benefit of a garage en-bloc and located a short distance away from the property and additional parking in the privately owned lane outside.

#### TENURE

Leasehold (with a quarter share of the freehold company)

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Okehampton 01837 658560 (Weekends)







A three bedroom holiday villa on the popular Hengar manor holiday park.

#### LOCATION

Hengar Manor holiday park is located on the rural fringes of St Tudy, in proximity of the North Cornwall Coastline. The site enjoys circa 35 acres of communal gardens and grounds, incorporating fishing lakes, park land and woodlands. On site facilities include a golf course, tennis courts, indoor swimming pool and leisure complex with sauna and beauty treatment rooms, games room and restaurants.

#### DESCRIPTION

A three bedroom mid terrace holiday villa located on the popular Hengar Manor Holiday Park, with accommodation comprising a lounge/diner, kitchen, a ground floor and two first floor bedrooms, bathroom and additional shower room and an allocated parking space. The property is to be sold furnished and with any forward bookings to be transferred.

#### ACCOMMODATION

**Ground Floor** Lounge/diner, kitchen, bathroom, shower room and bedroom.

**First Floor** Landing, two further bedrooms and balcony.

**Outside** Communal gardens and grounds, use of the on-site facilities and allocated parking space.

#### TENURE

Leasehold.



#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide Bodmin 01208 77991 (Weekends)







Detached two/three-bedroom, chalet bungalow, for modernisation and refurbishment.

#### LOCATION

Situated in a quiet location on the top of Bleadon Hill with views of the Grand Pier, Brean Down, Weston bay and across to Wales. The sea side town of Weston Super Mare on the Bristol Channel is in close proximity to M5 motorway providing commuter routes to Bristol and has three main train stations. There are also many amenities, shops, bars and restaurants nearby.

#### DESCRIPTION

A detached, chalet bungalow for modernisation and refurbishment. The property boasts two/three reception rooms to the ground floor, kitchen and bathroom, and two further bedrooms on the first floor. The property is sat on a large garden plot with garden front and rear which requires formalisation. Drive parking and detached garage.

#### ACCOMMODATION

**Ground Floor** Entrance to inner porch, hallway, lounge, dining room with door to rear, kitchen with door to rear, bathroom, bedroom/reception room.

**First Floor** Landing, WC, two bedrooms with storage.

**Outside** Drive giving parking and access to the detached garage, large front and rear gardens requiring formalisation.



#### AUCTION VALUER

Audrey Smith

#### EPC

Energy Efficiency Rating – F

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Palmer Snell Weston-Super-Mare: 01934 413735 (Weekends)



LOT  
4

34 & 34a Pomphlett Road, Plymstock, Plymouth PL9 7BN

\*GUIDE PRICE £150,000–£200,000



Substantial three storey detached property loosely arranged as two two-bedroom flats in 0.087 hectares/0.21 acres

#### LOCATION

Plymstock is a highly sought after suburb of Plymouth with a thriving shopping centre, leisure and educational facilities, retail and business parks being readily commutable to the city centre and the A38.

#### DESCRIPTION

A deceptively spacious three storey detached property which is currently loosely arranged as two two-bedroom flats and additional basement rooms accessed via the rear garden. This versatile property enjoys a plot size of circa 0.087 hectares/0.21 acres and would lend itself, subject to any requisite consents, to formal subdivision into apartments, multi generation occupancy and perhaps for redevelopment of the whole upon which interested parties must make and rely upon their own planning enquiries of Plymouth City Council planning department.

#### ACCOMMODATION

**Ground Floor** (34) Entrance hall, utility area, kitchen/diner, sitting room, inner hallway, two bedrooms and bathroom, rear lobby with second entrance point, door to garden and stairs rising to 34A.

**First Floor** (34A) Landing, lounge/diner, kitchen, two bedrooms and bathroom. Access

to attic with potential for conversion to living space.

**Garden Floor** All externally accessed.

**Basement** room 1. Gardeners WC.

**Basement** room 2, with three interlinking compartments.

**Outside** Front garden and access to 34, parking space and side access to the enclosed main rear garden area, with additional on drive parking and access to 34A with a further gateway in to the rear garden.

#### NOTES

Measurements have been made using the Promap Mapping facility. Interested parties must make and rely upon their own measurements. The Promap shown is for approximate identification purposes only and is not to scale. Crown Copyright Reserved.

#### TENURE

Freehold

#### EPC

**34** Energy Efficiency Rating – D

**34a** Energy Efficiency Rating – E

#### AUCTION VALUER

Wendy Alexander



#### VIEWINGS

Fulfords Plymstock 01752 403068





A detached three bedroom holiday lodge situated on the popular Hengar manor holiday park

#### LOCATION

Hengar Manor holiday park is located on the rural fringes of St Tudy, in proximity of the North Cornwall Coastline. The site enjoys circa 35 acres of communal gardens and grounds, incorporating fishing lakes, park land and woodlands. On site facilities include a golf course, tennis courts, indoor swimming pool and leisure complex with sauna and beauty treatment rooms, games room and restaurants.

#### DESCRIPTION

A detached three bedroom holiday lodge situated on the popular Hengar Manor holiday park. The property is to be sold furnished and ready to let with any forward bookings to be transferred.

#### ACCOMMODATION

**Ground Floor** Open plan lounge/kitchen/diner, inner hallway, two bedrooms one double bedroom and one twin bedded room and a bathroom.

**First Floor** Landing and bedroom three is a twin bedded room

**Outside** Communal gardens and grounds with use of the onsite facilities.

**Parking** Allocated parking space and additional visitors parking area.

#### AUCTION VALUER

Wendy Alexander

#### EPC

Energy Efficiency Rating – G

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Stratton Creber Bodmin 01208 74422 (Weekends)







Detached cottage and former mill ruins for refurbishment/renovation in highly sought after location.

#### LOCATION

The quiet rural hamlet of Ventongimps is located circa 2.5 miles from Perranporth with its sandy beach and surf school, primary school and a range of shops catering for the day to day needs of the community and in proximity of Callestick renowned for its cider and ice cream. This sought after quintessential hamlet is readily commutable to the A30 and circa 6 miles from the cathedral city of Truro, offering further facilities and amenities.

#### DESCRIPTION

A detached three bedroom former Mill for refurbishment/renovation situated in the highly sought after rural hamlet of Ventongimps. The property has the benefit of cottage style gardens to three sides, the remains of the former Mill, on drive parking with a further substantial garden area lying to the side of the Mill ruins and adjoining open farmland. The property has lapsed planning to restore the former Mill ruins and incorporate them into the main accommodation to provide additional living space over three floors, upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council Planning Department.

#### ACCOMMODATION

**Ground Floor** Rear entrance hall, kitchen with doorway leading to the mill ruins, snug/dining room and living room.

**First Floor** Landing, three bedrooms and bathroom.

**Outside** Cottage style gardens and courtyard to three sides, with the main area of garden lying to the side of the mill ruins, being well worthy of formalisation to fully enhance the property.

**Parking** On drive parking.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council on the 29th April 2013 under application number PA13/02041 for 'Reconstruction of existing ruined mill structure and refurbishment of attached cottage to form new four bedroom domestic property including converted mill structure. Reconstruction of ruined barn/outbuilding to provide domestic ancillary facilities'. A further application PA16/05386 on the 10th of June 2016 was withdrawn – please refer to the auctioneer for further information.

#### TENURE

Freehold.



#### EPC

Exempt.

#### AUCTION VALUER

Wendy Alexander.

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Country & Waterside Prestige 01872 240999 (Weekends)





## A three bedroom mid terrace house with front and rear gardens in popular village location

### LOCATION

The popular village of Lifton has the benefit of several restaurants, hotels and public houses, post office/general stores, primary school, church, doctors surgery, public transport and play park, with a thriving community and regular village events. Lifton is conveniently situated for the A30 and readily commutable to both Tavistock and Launceston.

### DESCRIPTION

A three bedroom mid terraced house conveniently located for the facilities and amenities of the highly popular village of Lifton. The property has the benefit of front and rear enclosed gardens, block built storage shed and communal car parking.

### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, cloak room, kitchen/diner, sitting room with access to the rear garden.

**First Floor** Landing, three double bedrooms and shower room.

**Outside** The property has the benefit of enclosed front and rear gardens, being mainly laid to lawn with flower beds, rockery, patio seating area and block built storage shed.

### NOTES

In accordance with the Estate Agency Act 1979 we must disclose that the owner is a direct relative of an employee of Countrywide PLC.

### TENURE

Freehold

### AUCTION VALUER

Wendy Alexander

### EPC

Energy Efficiency Rating – D

### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Tavistock 01822 616121 (Weekends)







A vacant, one bedroom mid terrace bungalow with gardens and parking, for modernisation.

#### LOCATION

Situated in a cul-de-sac location and close to bus routes and within easy walking distance of the City Centre. Wells is the smallest cathedral city in England. With many local facilities with a good range of shops, restaurants and pubs, a cinema, churches together with open-air markets on Wednesdays and Saturdays.

#### DESCRIPTION

A vacant, single storey one bedroom bungalow is in need of modernisation, accommodation benefits from gas heating, double glazing, parking, gardens to front and rear.

#### ACCOMMODATION

**Ground Floor** Inner porch, hallway with storage cupboard, lounge with door to rear, kitchen/diner room, bedroom, bathroom.

**Outside** Gardens to the front and rear laid mainly to lawn. Outside store.

**Parking** Allocated parking space.

#### TENURE

Freehold.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Audrey Smith

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Palmer Snell Wells Tel: 01749 673974 (Weekends)







## A two bedroom top floor apartment with panoramic sea views, communal gardens and allocated parking

### LOCATION

Carbis Bay is a highly sought after location situated on the outskirts of the vibrant coastal town of St. Ives, with an excellent range of shopping, and leisure facilities, golden sandy beach and readily accessible to the A30. The area is walking distance into the town of St Ives itself and is on the main bus route into St Ives, along with the neighbouring towns of Penzance, Camborne and Truro. The train station is within a mile, and similarly offers accessibility to the main line which runs from the neighbouring towns direct to London Paddington.

### DESCRIPTION

A two bedroom top floor apartment enjoying panoramic views to Godrevy Lighthouse and Hayle Towans. This well presented apartment has the enjoyment of communal gardens and allocated parking.

### ACCOMMODATION

**Top Floor** Entrance hall, lounge/diner, kitchen, two bedrooms and bathroom.

**Outside** Well maintained communal gardens and grounds.

**Parking** Allocated parking space.

### TENURE

Leasehold – 999 years from 24th January 1975.

### EPC

Energy Efficiency Rating – E

### AUCTION VALUER

Wendy Alexander

### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide 01736 797331 (Weekends)



LOT  
**10**

68 Cromwell Road, Plymouth PL4 9QP

**\*GUIDE PRICE £140,000+**



A deceptively spacious four bedroom mid terrace house conveniently located in St Jude's.

#### LOCATION

St Jude's is a popular residential suburb with a range of local facilities and amenities, whilst being within walking distance of the city centre and Plymouth university.

#### DESCRIPTION

A deceptively spacious four bedroom mid terraced house having had the benefit of modernisation and conveniently located for the facilities and amenities of the city centre, Plymouth university and readily commutable to the A38.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, sitting room, dining room, kitchen/breakfast room, bathroom.

**First Floor** Landing, four bedrooms and shower room.

**Outside** Walled frontage and enclosed courtyard style garden, with gated access to the rear service lane.

#### TENURE

Freehold.

#### EPC

Energy Efficiency Rating – D

#### AUCTION VALUER

Wendy Alexander.

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Plymouth 01752 223355 (Weekends)







A three bedroom, Grade II listed mid terrace cottage for modernisation in the heart of Dawlish town centre.

#### LOCATION

Situated in the heart of the town centre and enjoying lovely views across the renowned brook and The Lawn, taking in the bowling green and Victorian band stand in the heart of Dawlish, a sea side town on the south coast of Devon and famous for the holiday resort of Dawlish Warren with rail links and regular bus services. Dawlish is only 12 miles from the Cathedral City of Exeter with M5 motorway links and Exeter airport.

#### DESCRIPTION

A three bedroom, Grade II listed mid-terraced house, an intriguing property which offers deceptively spacious and quirky accommodation and requires modernisation and refurbishment. With through lounge/dining room, kitchen and cloakroom to the ground floor and three bedrooms and family bathroom on the first floor. There is front and rear courtyard garden.

#### ACCOMMODATION

**Ground Floor** Shared entrance lobby, lounge/dining room, inner lobby, storage cupboard, cloakroom WC, kitchen with door to rear courtyard.

**First Floor** Landing, three bedrooms and family bathroom.



**Outside** Front courtyard garden, mainly laid to patio with interspersed shrubs. Path to shared front door giving access to the shared entrance lobby from where both properties are accessed. To the rear is a small courtyard, ideal for a rotary washing line and bins which is accessed from both the kitchen and a shared side gate.

#### TENURE

Freehold.

#### EPC

N/A

#### AUCTION VALUER

Audrey Smith



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Dawlish 01626 863 140 (Weekends)





A substantial and multi-faceted development opportunity with planning permission in place for nine units.

#### LOCATION

The thriving market town of Liskeard offers a comprehensive range of shopping, schooling and leisure facilities, retail and industrial parks, with excellent transport links via the A30/A38 and a mainline railway station from Penzance to Paddington.

#### DESCRIPTION

A substantial and multi-faceted development opportunity conveniently located for Liskeard town centre, the railway station and the A30/A38 road network. Planning and Listed Building permissions are already in place for the conversion of The Old Stag into five one-bedroom apartments, the detached barn into two two-bedroom houses, with four parking spaces and garden areas, along with two semi detached, three bedroom new builds, with gardens and parking situated within the former beer garden. Grants of Conditional Planning Consent and Listed Building Consents were granted on the 30th September 2016, under application numbers PA16/04233 and PA16/04234 for 'Conversion of redundant public house and barns to create 7 dwellings plus creation of 2 new build dwellings on the beer garden'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

#### PROPOSED ACCOMMODATION

##### The Old Stag

**Ground Floor:** Apartment 1: Entrance porch, open plan lounge/kitchen/diner, inner hallway, bedroom and bathroom.

Apartment 2: Kitchen/diner, living room, bedroom and bathroom.

Apartment 3: Entrance hall, open plan lounge/kitchen/diner, study, bedroom and bathroom.

Apartment 4: Entrance hall, open plan lounge/kitchen/diner, bedroom and bathroom.

Apartment 5: Entrance hall, lounge/diner, kitchen, bedroom and bathroom.

**Outside:** Garden areas and parking spaces.

##### The Barn House One

**Ground Floor:** Kitchen/diner, living room.

**First Floor:** Landing, two bedrooms and bathroom. **Outside:** Rear garden and parking space.

##### House Two

**Ground Floor:** Lounge/diner, kitchen.

**First Floor:** Landing, two bedrooms and bathroom. **Outside:** Rear garden and parking space.

#### The Building Plot

A pair of semi detached properties each to comprise:

**Ground Floor:** Entrance hall, kitchen/diner, living room and WC.

**First Floor:** Landing, three bedrooms and bathroom.

**Outside:** Associated gardens and car parking spaces.

#### TENURE

Freehold.

#### EPC

Exempt.

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Stratton Creber Liskeard 01579 343561 (Weekends)



## A four bedroom two storey detached property requiring modernisation

### LOCATION

The property is located in Dobwalls, a thriving village location approximately three miles from Liskeard market town. Within the village there is a mini supermarket and post office, additional retail store, public house, primary school and church. The position is ideal for those who commute with access to the main A38 road linking Plymouth City Centre and Cornwall. Liskeard has a further range of shopping, banking, leisure facilities, senior and primary schooling and with the railway station from London Paddington to Penzance. Nearby is Bodmin Moor and Siblyback lake for the more active lifestyles.

### DESCRIPTION

A deceptively spacious four bedroom two storey detached property which would benefit from a programme of modernisation. The property has the benefit of low maintenance front and rear gardens with on drive parking for three cars. Currently suitable for cash buyers only due to part of the extension having some block work classified as Mundic Grade B, a copy of the report will be included within the legal pack. The property is likely to appeal to those looking for a sizeable family home or to the building fraternity as a post repair onwards resale opportunity.

### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, sitting room, dining room, kitchen/breakfast room, utility and cloakroom.

**First Floor** Landing, Four bedrooms and bathroom.

**Outside** Low maintenance front and rear gardens with on drive parking for three cars.

### TENURE

Freehold.

### EPC

Energy Efficiency Rating – E

### AUCTION VALUER

Wendy Alexander.

### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Stratton Creber Liskeard 01579 343561 (Weekends)



LOT  
14

10 Biddicks Court, St. Austell, Cornwall PL25 5EW

\*GUIDE PRICE £100,000–£150,000



A substantial three storey town centre property offering the potential for a variety of uses subject to any requisite consents.

#### LOCATION

St Austell town centre is situated within easy reach of the A30/A38 road network and offers a wide range of shopping, educational and recreational facilities. There is a mainline railway station and leisure centre together with primary and secondary schools and supermarkets. The picturesque port of Charlestown and the award-winning Eden Project are both within a short drive.

#### DESCRIPTION

An attractive, versatile and substantial three storey Victorian town centre property, offering light and spacious accommodation of circa 297 square metres, retaining many original features and exposed beams, situated just off the main thoroughfare and in proximity of the main car parks, shopping and leisure facilities of St Austell town centre. Originally a former printing press, the property has been utilised for a variety of commercial, recreational and retail opportunities in recent years. In 2006 the property had the benefit of a Grant of Conditional Planning Permission, under application number C2/06/00294, for a very modest scheme, for conversion into three one-bedroom apartments which has since lapsed. Copies and plans are available to view via Miller Countrywide. Interested parties

perhaps considering residential conversion of the whole, or part of the premises, change of use etc must make and rely upon their own planning enquiries of Cornwall Council planning department on 0300 1234 151.

#### ACCOMMODATION

**Ground Floor** Accessed via steps down from Biddicks Court, self-contained room one with second doorway leading to the toilet block, room two with staircase rising to the first floor.

**First Floor** Landing, room three with double doors opening on to Biddicks Court and staircase rising to the second floor, room four with staircase rising to the second floor.

**Second Floor** Room five with exposed beams, room six.

#### TENURE

Freehold

#### EPC

To be confirmed

#### AUCTION VALUER

Wendy Alexander



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide St. Austell 01726 66435 (Weekends)





A two bedroom detached bungalow with additional attic room, front and rear enclosed gardens and parking.

#### LOCATION

Redruth offers a range of shopping, educational and recreational facilities, being readily accessible to the A30 and having the benefit of a main line railway station.

#### DESCRIPTION

A two bedroom detached bungalow situated on the outskirts of Redruth. The property has the benefit of two conservatories, attic room, low maintenance front and rear enclosed gardens and on drive parking. The property has also had the benefit of roofing works carried out in 2017.

#### ACCOMMODATION

**Ground Floor** Conservatory one, sitting room, inner hallway, kitchen, conservatory two, two bedrooms and a shower room.

**First Floor** Attic room.

**Outside** Low maintenance enclosed front and rear gardens, being mainly laid to patio seating areas and stone chippings, outbuilding and store.

**Parking** On drive parking.

#### NOTES

A copy of the A/B mundic certificate will be available to view in the Legal Pack.

#### TENURE

Freehold

#### EPC

To be confirmed

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Stratton Creber Redruth 01209 217201 (Weekends)







Development opportunity with outline application for construction of 10 dwellings and re-location of allotment gardens, site measurement c.0.37 hectares/0.92 acres.

#### LOCATION

Located close to Honiton town centre which is situated approximately 13 miles east of Exeter and 23 miles south of Taunton at the junction of the A30 and A35 trunk roads. A30 dual carriageway which gives easy access to the M5 motorway at Junction 29. Honiton also benefits from a mainline railway station which has connections to Exeter and London Waterloo.

**Directions:** As you approach Honiton from the east, head for the town centre. At the mini roundabout head towards the town centre down High Street (A375). Clapper Lane is the first right turn after the roundabout. The existing access to the site is on your left after approximately 100m, immediately after No.16 Clapper Lane.

#### DESCRIPTION

A residential development site on the west side of Clapper Lane immediately before the turn into Charles Road, c.0.37 hectares/0.92 acres. The planning approval is for 10 dwellings and the relocation of the existing allotment gardens contained within the site to a different part of the site. When split, the proposed residential development area (on the site of the existing allotments) extends to c. 0.27 hectares/0.67 acres (hatched green on the location plan) and the new allotments designated area extends

to c.0.10 hectares/0.25 acres (hatched red). A new access road will serve the scheme and the allotments and provide access to 3rd party properties.

#### PLANNING

Outline planning application under reference number 13/2508/MOUT for the construction of 10 no. Dwellings and re-location of allotment gardens (access to be considered), Location-Land Off Of Clapper Lane (Previously Allotments) Honiton by East Devon District Council on 03 July 2014. AS106 Agreement was entered into 02 July 2014 requiring contributions to open space and the provision of allotments. Interested parties must make and rely upon their own planning enquiries of East Devon District Council Planning Department.

#### NOTES

This map is for identification purposes only All dimensions and boundary positions to be checked on site. (NOT TO SCALE) Crown Copyright 2011 Licence Number 100020449

#### AUCTION VALUER

Audrey Smith



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Honiton Tel: 01404 44744 (Weekends); Fulfords Land and Planning Tel: 01392 813300 (Saturdays)





A beautifully presented, vacant, three bedroom penthouse apartment, with planning permission to form an additional apartment and balcony.

#### LOCATION

The property Collingswood is situated in an elevated location in the Wellswood area of Torquay, which forms part of the English Riviera of Torbay a popular residential and holiday destination with many beaches, a marina and harbour. The town has many other amenities with many shops, restaurants and the theatre and is situated some 22 miles south of Exeter and 34 miles east of Plymouth.

#### DESCRIPTION

A beautifully presented, four bedroom penthouse apartment, a conversion of a prestigious building previously a hotel which has kept many original features. This apartment has planning permission to form an additional apartment and balcony. The current accommodation includes an open plan lounge, modern kitchen with integrated appliances, three double bedrooms master en-suite, separate bathroom, large storage cupboard. The building benefits from a lift to the apartment's internal hallway and views to the sea and marina, allocated parking, visitor's parking and communal gardens.

#### ACCOMMODATION

**Ground Floor** Secure key code gated access to the property, with intercom entry to the main

building, communal entrance hallway to stairs to all floors, lift to all floor levels with secure key to the penthouse only.

**Second Floor** Entry to penthouse hallway with 2 storage cupboards, cloakroom WC, lounge/ dining room opening to kitchen /breakfast room, four bedrooms with master en-suite, family bathroom.

**Outside** Fabulous communal gardens and views from the rear of the property to the sea and harbour.

**Parking** Electric double gated access to the car park with allocated parking and visitor parking.

#### PLANNING

A Grant Of Planning Permission was permitted on the 'Re-submission of P/2012/0416 to form additional apartment and balcony at roof level.' on the 28th August 2015. Any enquiries should be directed to Torbay Council 01803 201201 or [www.torbay.gov.uk](http://www.torbay.gov.uk)

#### EPC

Energy Efficiency Rating – C

#### AUCTION VALUER

Audrey Smith



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide Torquay Tel: 01803 291429 (Weekends)



**LOT  
18****12 & 12a Haystone Place, Plymouth PL1 5DU****\*GUIDE PRICE £125,000–£150,000**

A detached investment opportunity comprising a two bedroom maisonette and a one bedroom garden flat.

**LOCATION**

Haystone Place is conveniently located for the facilities and amenities of Plymouth city centre, university and mainline railway station, along with the A38/A30 road network.

**DESCRIPTION**

A detached investment opportunity comprising two units of fully self-contained properties being a ground and first floors, two bedroom maisonette and a one bedroom garden flat, having the benefit of an enclosed rear garden accessed from the side of the property via a covered walkway and enjoying views over Victoria Park.

**ACCOMMODATION****12 Haystone Place**

**Ground Floor:** Entrance hall, sitting room, kitchen/diner, bathroom.

**First Floor:** Landing and two bedrooms.

**EPC** Energy Efficiency Rating – F

**12A Haystone Place**

**Garden Floor:** Entrance hall, sitting room, kitchen/diner, bedroom, rear hallway and shower room.

**EPC** Energy Efficiency Rating – E

**Outside** Enclosed rear garden and patio seating area accessed via a covered walkway to the side of the property

**TENURE**

The freehold of the whole building, along with two individual leases for each flat. Please refer to the legal pack for further information.

**AUCTION VALUER**

Wendy Alexander

**VIEWINGS**

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide Plymouth 01752 668242 (Weekends)







A two/three bedroom first and second floor maisonette in highly sought after location with car parking space

#### LOCATION

Oreston, formerly a village on the southern bank of the Cattewater, is now a suburb of Plymouth, in the parish of Plymstock. This highly regarded waterside area, just upstream of Turnchapel, offers a variety of attractions including a public slipway, deep water moorings, yacht club, several small local retail premises, a renowned primary school, and bus services to the city centre and Plymstock Broadway shopping centre, superstore and business parks.

#### DESCRIPTION

A two/three bedroom vacant self-contained first and second floors maisonette requiring modernisation, situated in the highly sought after area of Oreston, being located in proximity of the quayside and village green. The property benefits from its own separate access and a single parking space.

#### ACCOMMODATION

**Ground Floor** Entrance porch with decorative gate, hallway.

**First Floor** Landing, kitchen, sitting room, dining room/bedroom three with boiler/utility cupboard off, bathroom.

**Second Floor** Landing and two further bedrooms.

**Outside** A single parking space located at the side of the building.

#### TENURE

Leasehold with a half share of the freehold.

#### EPC

To be confirmed

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday-Friday); Fulfords Plymstock 01752 403068 (Weekends)



General view of The Quayside



LOT  
20

45 Sid Park Road, Sidmouth, Devon EX10 9BR

\*GUIDE PRICE £200,000–£230,000



A three bedroom, semi detached house with gardens, garage and parking.

#### LOCATION

The property is located close to the Byes where you can enjoy a level walk into town and the sea front, in the popular seaside town of Sidmouth with its Regency Esplanade, on the Jurassic Coastline a world Heritage Site. The town has many amenities and facilities, school and hospital and Exeter City centre is c. 14miles.

#### DESCRIPTION

An extended, three bedroom semi-detached property having spacious accommodation, sitting room opening to the dining room, fitted rear kitchen with door to rear garden and bathroom, the first floor offers three good bedrooms. The property also benefits from a front garden with drive and large garage, a rear patio courtyard and a new summerhouse.

#### ACCOMMODATION

**Ground Floor** Entrance porch, hallway, lounge, dining room, bathroom, kitchen.

**First Floor** Landing, three bedrooms.

**Outside** Walled front garden with shrubs, rear patio garden, new summerhouse.

**Parking** Driveway with large garage.

#### EPC

Energy Efficiency Rating – E

#### AUCTION VALUER

Audrey Smith



#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Fulfords Sidmouth 01395 578126 (Weekends)







A deceptively spacious four storey mid terrace property with planning for residential use currently on the upper floors having glorious sea views.

#### LOCATION

Bread Street is situated with the Conservation area of Penzance, in close proximity of the thriving town centre and in turn the sea front, with its recently refurbished promenade and lido. Penzance has the benefit of a mainline railway station and is readily commutable to the A30.

#### DESCRIPTION

An interesting opportunity to acquire a deceptively spacious, four storey, mid terrace property situated just off the main shopping centre of Penzance and within the Conservation area. The property retains a wealth of character features, including aptly a bread oven and exposed beams, enjoying glorious sea views from the upper floor and having the benefit of newly fitted bespoke replacement doors and windows. Planning permission is also in place for residential development of the upper floors, whilst retaining the former framing studio on the lower floors however, others may wish to explore the possibility of creating a single residential unit, or perhaps two apartments as per a previously submitted application, upon which interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

#### ACCOMMODATION

**Ground Floor** Entrance giving access to the former framing studio with staircases to the lower and upper floors.

**Lower ground floor** Former store and workshop.

#### PROPOSED ACCOMMODATION

**First Floor:** Landing, two bedrooms and shower room.

**Second Floor:** Open plan lounge/kitchen/diner having triple aspect and glorious panoramic sea views over the townscape and St Michaels Mount.

#### PLANNING

A Grant of Conditional Planning Permission was issued by Cornwall Council planning department on the 1st April 2016, under application number PA16/01294, for 'Conversion of upper floors of framers gallery and store to dwelling, including installation of new windows and doors'. Interested parties must make and rely upon their own planning enquiries of Cornwall Council planning department.

#### TENURE

Freehold



#### EPC

Exempt

#### AUCTION VALUER

Wendy Alexander

#### VIEWINGS

Strictly by appointment with Countrywide Property Auctions 0151 734 7509 (Monday–Friday); Miller Countrywide Penzance 01736 364260 (Weekends)



LOT  
22

17a Fore Street, Totnes, Devon TQ9 5DA

\*GUIDE PRICE £125,000–£150,000



## A one bedroom, character first floor apartment with courtyard garden.

### LOCATION

Located in the heart of Totnes, a market town on of the River Dart within the South Hams an 'Area of Outstanding Natural Beauty' and has an abundance of stunning coastline, character villages and fantastic country walks. The town offers a fantastic selection of amenities with a medical centre, supermarket, sports facilities and popular secondary school. The A38 is easily accessed and offers commuter links to Plymouth, Exeter 22 miles south southwest and the surrounding area as well as the M5 motorway. The train station with direct links to London Paddington.

### DESCRIPTION

A deceptively spacious, one bedroom character first floor apartment, having its own ground floor entrance. The accommodation comprises of a kitchen/dining room, generous sitting room, double bedroom and bathroom. To the ground floor the property also has a wonderful enclosed courtyard area with low maintenance paving slabs and space for a table and chairs perfect for alfresco dining.

### ACCOMMODATION

**Ground Floor** Entrance with storage.

**First Floor** Stairs then rise to the first floor landing, kitchen/dining room, generous sitting room, double bedroom and bathroom.

**Outside** Enclosed courtyard area with low maintenance paving slabs and space for a table and chairs perfect for alfresco dining.

### TENURE

Leasehold.

### EPC

Energy Efficiency Rating – D

### AUCTION VALUER

Audrey Smith.

### VIEWINGS

Strictly by appointment with Countrywide Auctions 01395 275691 (Monday–Friday); Fulfords Totnes 01803 864112 (Weekends)





# Terms & conditions for telephone/proxy bidders

**The following terms and conditions apply to all intended buyers who wish bids to be made by proxy or by telephone.**

- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made.  
  
A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer not less than 48 hours prior to the start of the auction at which the property, the subject of the bid, is to be sold. Funds to the sum of 10% of the maximum bid or £3,000 whichever is the greater, must be cleared and held with the auctioneer 48 hours prior to the auction to validate the proxy or telephone bidding form. We will not bid on your behalf or accept your telephone bid unless we hold cleared funds.  
  
Funds can be paid by cheque made payable to Countrywide (you should allow 4 working days for them to clear) bankers draft, bank transfer or debit and credit card (subject to an additional charge). Please note we do not accept cash.  
  
Should your telephone or proxy bid not be successful, all cleared funds would be returned within 48 hours of the auction closing.  
  
Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts for each property purchased (cheques made payable to Countrywide).  
  
A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 Successful/unsuccessful bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale.
- 12 Should the property be knocked down to the proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
- 13 Proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale and the Important Notice for Prospective Buyers in the catalogue..
- 14 Proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Countrywide as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Proxy or telephone bidding forms should be sent to The Auction Administration Team, Countrywide, 2 Cotton Street, Liverpool L3 7DY. Tel: 01395 275691

# Proxy bidding form

Date of Auction ..... Lot Number .....

**I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.**

Address of Lot .....

Maximum bid price ..... Words .....

Cheque\* bankers draft\* bank transfer\* debit/credit card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf**

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to Countrywide, the auctioneers

## Purchaser Details

Full name(s) .....

Company .....

Address .....

..... Postcode .....

Business telephone ..... Home telephone .....

Solicitors .....

.....

..... Postcode .....

For the attention of .....

Telephone .....

Signed by prospective purchaser .....

Date .....

or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

.....

.....

Date of signing .....

Please note we must hold 2 forms of ID prior to auction:

1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement)



# Telephone bidding form

Name .....

Address .....

..... Email .....

Telephone number where you can be contacted on the day of the auction .....

A member of staff will attempt to contact the bidder by telephone prior to the lot concerned being offered for sale. If contact is made then the bidder may compete in the bidding through the auctioneer's staff. If it is impossible to obtain telephone contact, or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Lot No. of property to be bid on .....

Property known as .....

Maximum bid ..... (Figures) .....

Cheque\* bankers draft\* bank transfer\* debit/credit card for 10% deposit (£3,000 minimum) £ ..... enclosed herewith (made payable to Countrywide). **Please see Note 3 regarding cleared funds overleaf**

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £750+VAT (£900 including VAT @ 20%) (unless stated otherwise within the property description in the catalogue) upon exchange of contracts to Countrywide, the auctioneers

Should the telephone bidder exceed the bidding price stated on this form, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit cheque can be a personal cheque, bankers draft or solicitors client account cheque, no cash must be sent through the post. Your cheque will only be presented for payment should you be the successful bidder.

Solicitor address .....

Tel no ..... Email .....

Person acting .....

**I ..... attach deposit for 10% (£3,000 minimum) of my maximum bid .....**

**I have read the Common Auction Conditions, Extra Conditions and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments or addendum notes which may be read out by the auctioneer on the auction day. I authorise the auctioneer to sign the Memorandum of Sale on my behalf and I recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.**

Signed by prospective purchaser ..... Date .....

or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

Date of signing .....

**Once you have completed this form please send to:**

**The Auction Administration Team, Countrywide, 2 Cotton Street, Liverpool L3 7DY.**

Please note we must hold 2 forms of ID prior to auction:

1 x Photo ID (Driving Licence or Passport) & Proof of Address (Utility Bill or Bank Statement)

# Common Auction Conditions

(3rd Edition August 2009 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

## INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

1. **Glossary** – The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions** – The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions** – The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

## Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

**Actual completion date** The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

**Addendum** An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

**Agreed completion date** Subject to condition G9.3: (a) the date specified in the **special conditions**; or (b) if no date is specified, **20 business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

**Approved financial institution** Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

**Arrears** Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

**Arrears schedule** The arrears schedule (if any) forming part of the **special conditions**.

**Auction** The auction advertised in the **catalogue**.

**Auction conduct conditions** The **conditions** so headed, including any extra **auction conduct conditions**.

**Auctioneers** The **auctioneers** at the **auction**.

**Business day** Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

**Buyer** The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** their obligations can be enforced against them jointly or against each of them separately.

**Catalogue** The catalogue to which the **conditions** refer including any supplement to it.

**Completion** Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when

both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

**Condition** One of the **auction conduct conditions** or **sales conditions**.

**Contract** The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

**Contract date** The date of the **auction** or, if the **lot** is not sold at the **auction**: (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

**Documents** Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

**Financial charge** A charge to secure a loan or other financial indebtedness (not including a rentcharge).

**General conditions** That part of the **sale conditions** so headed, including any extra **general conditions**.

**Interest rate** If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

**Lot** Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

**Old arrears** **Arrears** due under any of the **tenancies** that are not "new **tenancies**" as defined by the Landlord and Tenant (Covenants) Act 1995.

**Particulars** The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

**Practitioner** An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

**Price** The price that the **buyer** agrees to pay for the **lot**.

**Ready to complete** Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding **financial charges** do not prevent the **seller** from being **ready to complete**.

**Sale conditions** The **general conditions** as varied by any **special conditions** or **addendum**.

**Sale memorandum** The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

**Seller** The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

**Special conditions** Those of the **sale conditions** so headed that relate to the **lot**.

**Tenancies** **Tenancies**, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

**Tenancy schedule** The tenancy schedule (if any) forming part of the **special conditions**.

**Transfer** Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

**TUPE** The Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT** Value Added Tax or other tax of a similar nature.

**VAT option** An option to tax.

**We** (and **us** and **our**) The **auctioneers**.

**You** (and **your**) Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that you accept these **auction conduct conditions**. They govern our relationship with you and cannot be disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;

- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 Our decision on the conduct of the **auction** is final.

A2.3 We may cancel the **auction**, or alter the order in which **lots** are offered for sale. We may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask us or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

### A4 The particulars and other information

A4.1 We have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. You need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

### A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This **condition** A5 applies to you if you make the successful bid for a **lot**.

A5.2 You are obliged to buy the **lot** on the terms of the **sale memorandum** at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the **auction**:

- (a) provide all information we reasonably need from you to enable us to complete the **sale memorandum** (including proof of your identity if required by us);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the **seller** treat that failure as your repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against you for breach of **contract**; or
- (b) sign the **sale memorandum** on your behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra **auction conduct conditions** may state if we accept any other form of payment.

A5.6 We may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) you are personally liable to buy the **lot** even if you are acting as an agent; and



- (b) you must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company you warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any special condition to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

**Words in bold type have special meanings, which are defined in the Glossary.**

The **general conditions** (including any extra **general conditions**) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

#### G1. The lot

- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
  - (b) charges registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent **buyer** would make, whether or not the **buyer** has made them; and
  - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where **chattels** are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
  - (b) the physical **condition** of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

#### G2. Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
  - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
  - (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of **contract**.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

#### G3. Between contract and completion

- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its **condition**, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- G4. Title and identity**
- G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
  - (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all **documents** subject to which the **lot** is being sold.
  - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the **documents** accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration **documents** to the **buyer**.
  - (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any **condition** or tenant's obligation relating to the state or **condition** of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

#### G5. Transfer

- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** after the draft has been approved by the **seller**; and
  - (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6. Completion**
- G6.1 Completion is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct **transfer** to the **seller's** conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.
- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7. Notice to complete**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
- (a) terminate the **contract**;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the **lot**; and
  - (e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
- (a) terminate the **contract**; and
  - (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8. If the contract is brought to an end**
- If the **contract** is lawfully brought to an end:
- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
  - (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.
- G9. Landlord's licence**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence

is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition G9**.

#### **G10. Interest and apportionments**

- G10.1** If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2** Subject to **condition G11** the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3** Income and outgoings are to be apportioned at **actual completion date** unless:
- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
  - in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4** Apportionments are to be calculated on the basis that:
- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

#### **G11. Arrears**

##### **Part 1 Current rent**

- G11.1** "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2** If on **completion** there are any arrears of current rent the **buyer** must pay them, whether or not details of those arrears are given in the **special conditions**.
- G11.3** Parts 2 and 3 of this **condition G11** do not apply to arrears of current rent.

##### **Part 2 Buyer to pay for arrears**

- G11.4** Part 2 of this **condition G11** applies where the **special conditions** give details of arrears.

- G11.5** The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the **special conditions**.

- G11.6** If those arrears are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those arrears.

##### **Part 3 Buyer not to pay for arrears**

- G11.7** Part 3 of this **condition G11** applies where the **special conditions**:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8** While any arrears due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this **condition G11**.

- G11.9** Where the **seller** has the right to recover arrears it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

#### **G12. Management**

- G12.1** This **condition G12** applies where the **lot** is sold subject to **tenancies**.
- G12.2** The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3** The **seller** must consult the **buyer** on all

management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new **tenancy** or agreement to grant a new **tenancy**) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

#### **G13. Rent deposits**

- G13.1** This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2** If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3** Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- (a) observe and perform the **seller's** covenants and **conditions** in the rent deposit deed and indemnify the **seller** in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### **G14. VAT**

- G14.1** Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2** Where the **special conditions** state that no **VAT** option has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15. Transfer as a going concern**
- G15.1** Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a **transfer** of a going concern; and
  - (b) this **condition G15** applies.
- G15.2** The **seller** confirms that the **seller**
- (a) is registered for VAT, either in the **seller's** name or as a member of the same **VAT** group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT** option that remains valid and will not be revoked before **completion**.

#### **G15.3 The buyer confirms that:**

- (a) it is registered for VAT, either in the **buyer's** name or as a member of a **VAT** group;
  - (b) it has made, or will make before **completion**, a **VAT** option in relation to the **lot** and will not revoke it before or within three months after **completion**;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the **lot** as a nominee for another person.
- G15.4** The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer's** VAT registration;
  - (b) that the **buyer** has made a **VAT** option; and
  - (c) that the **VAT** option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.
- G15.5** The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them

- G15.6** If, after **completion**, it is found that the sale of the **lot** is not a **transfer** of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
  - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
  - (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

#### **G16. Capital allowances**

- G16.1** This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2** The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3** The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4** The **seller** and **buyer** agree:
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
  - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17. Maintenance agreements**

- G17.1** The **seller** agrees to use reasonable endeavours to **transfer** to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

- G17.2** The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such **contracts** from the **actual completion date**.

#### **G18. Landlord and Tenant Act 1987**

- G18.1** This **condition G18** applies where the sale is a relevant disposal for the purposes of part 1 of the Landlord and Tenant Act 1987.
- G18.2** The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### **G19. Sale by practitioner**

- G19.1** This **condition G19** applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
- G19.2** The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3** Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4** The **lot** is sold:
- (a) in its condition at **completion**;
  - (b) for such title as the **seller** may have; and
  - (c) with no title guarantee; and the **buyer** has no right to terminate the **contract** or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- G19.5** Where relevant:
- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
  - (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6** The **buyer** understands this **condition G19** and agrees that it is fair in the circumstances of a sale by a **practitioner**.

#### **G20. TUPE**

- G20.1** If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
- G20.2** If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
- (a) The **seller** must notify the **buyer** of those employees whose **contracts** of employment will **transfer** to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
  - (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
  - (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the **contracts** of employment between the Transferring Employees and the **seller** will **transfer** to the **buyer** on **completion**.
  - (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

#### **G21. Environmental**

- G21.1** This **condition G21** only applies where the **special conditions** so provide.
- G21.2** The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
- G21.3** The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

#### **G22. Service Charge**

- G22.1** This **condition G22** applies where the **lot** is sold subject to **tenancies** that include service charge provisions.



- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
- (a) service charge expenditure attributable to each **tenancy**;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition G11** (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
- G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
  - (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.
- G23. Rent reviews**
- G23.1 This **condition G23** applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
- G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
- G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
- G23.4 The **seller** must promptly:
- (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following **completion** the **buyer** must:
- (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
  - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the **special conditions**.
- G25.2 Where a warranty is assignable the **seller** must:
- (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.
- G25.3 If a warranty is not assignable the **seller** must after **completion**:
- (a) hold the warranty on trust for the **buyer**; and
  - (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.
- G26. No assignment**
- The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this contract.
- G27. Registration at the Land Registry**
- G27.1 This **condition G27.1** applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
  - (b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
  - (c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This **condition G27.2** applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
  - (b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
  - (c) join in any representations the **seller** may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.
- G29. Contracts (Rights of Third Parties) Act 1999**
- No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.
- G30.1 Generally Each Property is sold in accordance with Royal Institute of Chartered Surveyors (RICS) Common Auctions Conditions, Edition 3, ("the Common Auction Conditions") subject to the following, each taking precedence over the other in descending order:
- The **Special Conditions** of Sale for each Property if applicable ("the **Special Conditions**"), plus The Law Society's conditions known as the Standard Conditions of Sale (Fifth Edition) if applicable, as set out in the Legal Pack;
  - These Extra Conditions of Sale (otherwise known as the Extra Conditions of Sale);
  - The Auction **Addendum**.
- The **Buyer** is deemed to buy the Property knowing
- and fully accepting all the above conditions and should take independent legal advice if in doubt.
- G30.2 Auction Procedure** All prospective purchasers must register their attendance in the **auction room** by completing a registration form. They must provide such confirmation of their identity and evidence of their home address as the **Auctioneer** in his absolute discretion considers acceptable. Persons not registering, or who are unable to provide adequate evidence of identity or address, will not be permitted to bid in the **auction**. On the Property being knocked down by the **Auctioneer**, the successful bidder must immediately attend the Settling Table and sign two copies of the Auction Memorandum for the Property. The successful bidder must also pay the necessary deposit (see clause G30.3) and the **Auctioneer's** Administration Charge (see clause G30.4).
- G30.3 Deposit** The **Buyer** will pay a deposit of 10% of the purchase price or £3,000, or such other figure stipulated by the **Seller's** solicitor, whichever shall be the greater, to the **Auctioneer** on or before signing the Auction Memorandum. Unless the **Special Conditions** for the lot in question state to the contrary, the **Auctioneer** shall hold as agent of the **Seller**, save for that part representing the **Auctioneer's** charges to the **Seller**. The deposit shall be paid by way of Banker's Draft or other such method the **Auctioneer** in his absolute discretion may accept. Cash will not be accepted. Any interest accruing on monies held by the **Auctioneer** will be retained by them to offset administration.
- G30.4 Auctioneers Administrative Charge** The **Buyer** will pay to the **Auctioneer** an administrative charge as outlined on the **Addendum**, including VAT on or before the earliest of signing the Auction Memorandum or exchange of contract.
- G30.5 Sale Particulars** The Property is believed to be and shall be taken to be correctly described in the Auction Catalogue ("the **Catalogue**"). The **Auctioneer** has prepared the **Catalogue** from information provided by or on behalf of the **Seller** and the **Auctioneer** shall not be responsible for any errors in the **Catalogue**. The **Buyer** must satisfy himself, before making a bid, as to the accuracy of the particulars given in the **Catalogue** and shall not be entitled to cancel the sale or rescind the Agreement for Sale of the Property as a result of any incorrect statement, error or omission in the **Catalogue**. The **Buyer** acknowledges that he has not relied on the **Catalogue** in deciding whether to buy the Property and that the **Buyer** is not relying on the information in the particulars as proof that the current or any future use or nature of any lot is legitimate, consented or approved. The **Buyer** acknowledges that the onus for verification lies solely with the **Buyer**. If any information is not correct any liability of the **Seller** and any remedy of the **Buyer** are excluded to the extent permitted by statute.
- G30.6 Misrepresentations** The **Buyer** acknowledges that:
- He has not been persuaded to purchase the Property by any statement or representation whether verbal or in writing which may have been made to him or any person on his behalf, by the **Auctioneer**, the **Seller** or anyone on behalf of the **Seller**;
  - Any such statement or representation as referred to in paragraph (a) above does not form part of this Agreement; and
  - Any liability of the **Auctioneer**, the **Seller** or anyone on behalf of the **Seller** at law or in equity in respect of any statement made to the **Buyer** or anyone on his behalf is excluded to the extent permitted by the Misrepresentation Act 1967.
- G30.7 Service and Other Fittings** The **Seller** makes no claim as to the ownership of any electric wiring and fittings, gas fittings and installations, central heating installations, TV aerials, satellite dishes or other reception devices, any of which may belong to the supply companies. In such cases the **Seller** accepts no liability for any payments that may be outstanding.
- G30.8 Bidding Reservations** For the purpose of the Estate Agents Act 1979, the right is reserved to the **Auctioneer** or any related company, and the shareholders, and employees of the foregoing or their associates or members of their respective families, to bid at the **auction** or to offer a property for sale at the **auction**.
- G30.9 Inspection of Plans, Leases, etc** Copies of restrictions, plans, leases and any other documents referred to in the **Special Conditions of Sale** or the Auction Catalogue may be inspected on-line at [www.countrywidepropertyauctions.co.uk](http://www.countrywidepropertyauctions.co.uk) or at the offices of the **Seller's** Solicitors or the **Auctioneer's** offices at any time during normal working hours, up to the date prior to the sale or in the **auction room** prior to the commencement of the **auction** sale. The **Buyer** shall be treated as buying with full knowledge of all matters, whether or not he has inspected any of the documents.



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